

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

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|--|---|------------------|
| WILLIAM C. LIGETTI and GREG CHRISTY, on |) | |
| behalf of the TRUSTEES OF THE IRON |) | |
| WORKERS WELFARE PLAN OF WESTERN |) | |
| PENNSYLVANIA, IRON WORKERS OF |) | |
| WESTERN PENNSYLVANIA PENSION PLAN |) | |
| AND THE IRON WORKERS OF WESTERN |) | |
| PENNSYLVANIA PROFIT SHARING PLAN, and |) | |
| as agents for THE IRONWORKER EMPLOYERS |) | |
| ASSOCIATION OF WESTERN PENNSYLVANIA, |) | |
| INC., THE INTERNATIONAL ASSOCIATION OF |) | |
| BRIDGE, STRUCTURAL AND ORNAMENTAL |) | |
| IRON WORKERS, LOCAL UNION NO. 3, AFL-CIO |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| vs. |) | Civil Action No. |
| |) | |
| K-COR, LLC, |) | |
| |) | |
| Defendant. |) | |

COMPLAINT

1. Jurisdiction of this action arises under §502 of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132 and §1145, and also under §301 of the Labor-Management Relations Act of 1947 ("LMRA"), 29 U.S.C. §185, in that plaintiffs are aggrieved by defendant's failure to pay dues and fringe benefit contributions in violation of a certain collective bargaining agreement entered into with a local union affiliated with the International Association of Bridge, Structural and Ornamental Iron Workers, AFL-CIO ("Iron Workers' Union"), an employee organization.

2. Plaintiff WILLIAM C. LIGETTI is an Employer Trustee and Chairman of such Boards of Trustees. Plaintiffs and the Plans maintain their principal office at 2201 Liberty Avenue, Pittsburgh, Pennsylvania 15222. Plaintiff GREG CHRISTY is an Employee Trustee and Co-Chairman of the Boards of Trustees of the IRON WORKERS WELFARE, PENSION AND PROFIT SHARING PLANS OF WESTERN PENNSYLVANIA, the ("Plans").

3. Said Plans are employee benefit plans established and maintained pursuant to LMRA and ERISA, and plaintiffs are bringing this action on behalf of the trustees, participants and beneficiaries of said Plans.

4. Defendant K-Cor, LLC ("Contractor") is engaged in the construction business and maintains its principal place of business at 3428 Hauck Road, Suite G, Cincinnati, Ohio 45241.

5. Defendant Contractor has entered into a labor agreement ("Agreement") with the Union pursuant to which such Defendant was to make certain monthly payments to Plans for pension, medical, profit sharing, dues and other purposes subject to the provisions of the certain trust agreements covering the Plans for the benefit of employees covered under such Agreement.

6. The aforescribed agreement and the provisions of ERISA require said defendant Contractor to pay interest and liquidated damages if said defendant fails to timely file such reports and/or make such payments.

7. In violation of such Agreement, Defendant Contractor has failed to make timely payments of principal contributions and wage deductions to Plaintiff. Although these principal contributions have since been untimely paid. Consequently, interest through August 28, 2015 of \$4,649.90 and liquidated damages of \$119,112.04 are due to Plaintiff for a total deficiency of \$123,761.94.

8. Plaintiffs have demanded payment of these amounts, but Defendant Contractor has neglected and continues to neglect to pay such amounts.

9. Defendant Contractor is also obligated to pay Plaintiffs' attorneys' fees of twenty percent (20%) of the total delinquency, but not less than Eight Hundred Fifty Dollars (\$850.00). Such fees and expenses total \$850.00 through November 4, 2015. Plaintiffs also claims attorneys' fees of twenty (20%) percent on any additional amounts shown to be due by Defendant Contractor to Plaintiffs until termination of this case. In the alternative, the amount of such fees may be determined by the Court.

10. Defendant Contractor's failure to timely pay such amounts has caused such trust funds to suffer loss of investment income, to incur additional administrative expenses, and has resulted in less monies being available to provide pension, medical, and other fringe benefits to covered workers and their families.

11. Plaintiffs are without an adequate remedy by law and are and will suffer immediate, continuing and irreparable injury and damage unless Defendant Contractor is ordered to specifically perform under the federal statutes, collective bargaining agreements and trust agreements herein described, and is restrained from continuing to refuse to perform as required.

WHEREFORE, Plaintiffs demand the following relief against said Defendant Contractor:

(a) For a money judgment in favor of Plaintiffs and against Defendant Contractor in the sum of \$124,611.94, plus such additional amounts shown to be owed to Plaintiffs until termination of this case, plus additional interest, liquidated damages, attorneys' fees of twenty (20%) percent of total amount due and costs of suit; and

(b) For such other and further relief as the Court may deem just.

TUCKER ARENSBERG, P.C.

s/ Jeffrey J. Leech

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